



AGENDA  
CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY REDEVELOPMENT AGENCY  
COMMISSION CHAMBERS, CITY HALL  
MONDAY, JUNE 27, 2016 5:15 PM

1. CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. APPROVE MINUTES:

A. Regular meeting held May 23, 2016

3. RESOLUTIONS:

A. Resolution of the Carver Heights / Montclair Area Community Redevelopment Agency of Leesburg, Florida authorizing the Agency Chairman and Secretary to execute a purchase agreement between Annie Scott and the City of Leesburg for purchase of vacant land adjacent to Berry Park; and providing an effective date.

4. ROLL CALL:

5. ADJOURN

**MINUTES OF THE CARVER HEIGHTS/MONTCLAIR AREA  
COMMUNITY REDEVELOPMENT AGENCY  
MONDAY, MAY 23, 2016**

The Carver Heights/Montclair Area Community Redevelopment Agency held a regular meeting Monday, May 23, 2016. Chairperson Hurley called the meeting to order at 5:18 p.m. with the following members present:

Commissioner Bob Bone  
Commissioner Abraham Conner  
Commissioner John Christian  
Commissioner John L. Johnson  
Commissioner Dan Robuck  
Chairperson Jay Hurley

Commissioner Elise Dennison was absent. Others present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Abraham Conner gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

**APPROVED MINUTES OF CARVER HEIGHTS/MONTCLAIR CRA MEETING  
HELD APRIL 25, 2016**

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Commissioner Christian moved to approve the minutes of the meeting held April 25, 2016 and Commissioner Johnson seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Johnson	Yes
Commissioner Conner	Yes
Chairperson Hurley	Yes

Six yeas, no nays, the Commission approved the minutes.

**ADOPTED RESOLUTION 69 TO EXECUTE A CONTRACT TO PURCHASE  
PROPERTY ADJACENT TO BERRY PARK FOR ENHANCEMENT OF  
PROPERTY AMENITIES**

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Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR AREA  
COMMUNITY REDEVELOPMENT AGENCY OF LEESBURG,  
FLORIDA AUTHORIZING THE AGENCY CHAIRMAN AND  
SECRETARY TO EXECUTE A CONTRACT TO PURCHASE  
PROPERTY FROM ANNIE SCOTT GRAY, GWENDOLYN SCOTT-  
HENDRICKS, JOHN D. SCOTT, SYLVIA SCOTT-DANIELS,  
ROOSEVELT SCOTT, HELEN SCOTT SMITH, AND CALETHA

MINUTES OF THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY  
REDEVELOPMENT AGENCY MONDAY, MAY 23, 2016

SCOTT-BROWN ADJACENT TO BERRY PARK FOR  
ENHANCEMENT OF PROPERTY AMENITIES; AND PROVIDING  
AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Robuck seconded the motion.

Chairperson Hurley requested comments from the Commission and the audience.

Commissioner Robuck asked what it is going to cost to tear this down and if staff has looked at environmental, in terms of asbestos or anything else in there.

Commissioner Bone stated this is going to allow taking the sidewalk up to the corner.

CM Minner stated Ken has been working on trying to get this parcel for a number of years now, and it is pretty strategic for the park. There is also another parcel staff has been trying to acquire that actually gets us all the way up to the corner of the intersection. He stated demolition has been running about \$2,500 to \$5,000 on those properties, and staff has not done any environmental or asbestos check on this house, but thinks we will probably just take this one as it comes because this parcel is important; it should not break the bank either way. He stated the other thing, especially with the bathroom location being in the corner, strategically this helps open up the park. He thinks this is a good investment for the park.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Johnson	Yes
Commissioner Conner	Yes
Commissioner Robuck	Yes
Chairperson Hurley	Yes

Six yeas, no nays, the Commission adopted the resolution.

**PUBLIC COMMENTS: None**

**ROLL CALL:**

The Commissioners had nothing to discuss this evening.

**UPDATE ON THE NEIGHBORHOOD RESOURCE CENTER**

CM Minner stated staff is finishing up an RFQ on the architect, which has about another week or so. Then we hope to get the architect RFP contract to the Commission in the next couple weeks and get the design started.

MINUTES OF THE CARVER HEIGHTS/MONTCLAIR AREA COMMUNITY  
REDEVELOPMENT AGENCY MONDAY, MAY 23, 2016

**ADJOURN:**

Commissioner Bone moved to adjourn the meeting and Commission Christian seconded the motion. The meeting adjourned at 5:22 p.m.

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Chairperson

**ATTEST:**

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J. Andi Purvis  
Secretary / City Clerk / Recorder



# AGENDA MEMORANDUM

**Item No:** 3A.

**Meeting Date:** June 27, 2016

**From:** Ken Thomas, Housing & Redevelopment Manager

**Subject:** Resolution authorizing the purchase of vacant property adjacent to Berry Park for the purpose of park activities

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## Staff Recommendation:

Staff recommends approval of the purchase agreement between Annie Scott (owner) and the City of Leesburg for vacant property adjacent to Berry Park.

## Analysis:

The Berry Park Conceptual Plan was finalized April 1, 2010 which describes additional recreational amenities for Berry Park such as volleyball, picnic and seating, stage for outdoor events, wedding gazebo, exercise trail, benches, open play field, racquet ball, restrooms, trailhead and additional parking.

The acquisition of this parcel will ensure available space will be provided to accommodate the conceptual plan layout. This purchase is the final acquisition of land that is adjacent to Berry Park located at the southwest intersection of Beecher Street and John's Avenue.

## Options:

1. Approval of the contract to purchase the subject property or;
2. Such alternative action as the Commission may deem appropriate.

## Fiscal Impact:

The purchase price for the property is \$10,000.00. The funds for this purchase are available from the remaining 2009 Carver Revenue Note.

**Submission Date and Time:** 6/22/2016 3:44 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>017-6190-559-6110</u> Project No. <u>170001</u> WF No. <u>WF1013130/1</u> Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CARVER HEIGHTS / MONTCLAIR  
AREA COMMUNITY REDEVELOPMENT AGENCY OF  
LEESBURG, FLORIDA AUTHORIZING THE AGENCY  
CHAIRMAN AND SECRETARY TO EXECUTE A PURCHASE  
AGREEMENT BETWEEN ANNIE SCOTT AND THE CITY OF  
LEESBURG FOR PURCHASE OF VACANT LAND ADJACENT  
TO BERRY PARK; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Agency Chairman and Secretary are hereby authorized to execute a purchase agreement between Annie Scott (owner) and the City of Leesburg for acquisition of vacant land adjacent to Berry Park for park improvements.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 27th day of June 2016.

\_\_\_\_\_  
Chairman / Mayor

ATTEST:

\_\_\_\_\_  
Secretary / City Clerk

**CONTRACT FOR SALE  
AND PURCHASE**

**THIS CONTRACT** made between **ANNIE SCOTT**, as Seller, whose address is 605 Pinchurst Court, Kissimmee, FL 34758, and **THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CARVER HEIGHTS/MONTCLAIR AREA**, Buyer, whose address is Post Office Box 490630, Leesburg, Florida 34749 - 0630, who hereby agree that Seller shall sell and Buyer shall buy the following described real property and improvements thereon (collectively referred to hereinafter as the "Property" or the "Real Property") upon the following terms and conditions:

- I. **DESCRIPTION.** (a) The legal description of the Real Property in the County of Lake, State of Florida, is as follows:

The East 210 feet of the North 135 feet of the Northeast quarter of the Southwest quarter of Section 22, Township 19 South, Range 24 East, Lake County, Florida, LESS the North 40.00 feet thereof.

- II. **PURCHASE PRICE:** The Purchase Price for the Property shall be: **\$10,000.00\***

\*subject to appraisal as provided below

The purchase price is to be paid in full at closing.

- III. **TIME FOR ACCEPTANCE, EFFECTIVE DATE:** If this offer is not fully executed by all parties on or before June 28, 2016, this Contract shall be void and of no further force or effect. The Effective Date of this Contract shall be the date when the last party to sign affixes his or her signature hereto.

- IV. **APPROVAL BY CRA GOVERNING BOARD:** This Contract shall not be binding on either party until it has been approved by the governing board of the Buyer, at a duly noticed public meeting at which this Contract was an item on the agenda for discussion and approval.

- V. **TITLE EVIDENCE:** Not later than 15 days after the Effective Date, Seller shall at Seller's expense deliver to Buyer or Buyer's attorney a commitment for issuance of an owner's policy of title insurance to Buyer at closing, showing title to be in accordance with the terms of Standard A below. Seller shall pay the premium for the owner's policy of title insurance at closing.

- VI. **CLOSING DATE:** This transaction shall be closed on a date mutually agreeable to the parties but no later than 45 days from the date on which the last party signs this Contract.

- VII. **RESTRICTIONS, EASEMENTS AND LIMITATIONS:** Buyer agrees to accept title subject to zoning, restrictions, prohibitions and other limitations and requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for the year of closing and subsequent years; assumed mortgages and purchase money mortgages (if applicable), and: NO OTHERS except as approved by Buyer in writing prior to closing.

- VIII. **OCCUPANCY:** Seller warrants that there are no persons in occupancy of the Real Property other than Seller. Seller agrees to deliver occupancy of the Real Property at the time of closing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Any typewritten or handwritten provisions added to this Contract, once initialed by all parties hereto, shall control over all originally printed provisions in conflict therewith.

X. FIRPTA: The parties shall comply fully with the Foreign Investment In Real Property Tax Act and applicable regulations, which could require Seller to provide additional funds at closing to meet withholding requirements. If Seller is not a "foreign person" as defined in FIRPTA then Seller shall provide an affidavit to that effect in compliance with FIRPTA at closing.

XI. ASSIGNABILITY: This Contract may not be assigned by Buyer or any of Buyer's duties hereunder delegated to any other person or entity without the prior, written consent of Seller. As a condition of approving such an assignment or delegation, Seller may require the potential assignee to submit financial and personal information sufficient to demonstrate that the proposed assignee is able to perform the duties of the Buyer hereunder. No such assignment of rights or delegation of duties by Buyer hereunder shall relieve Buyer of liability to Seller under this Contract unless Seller specifically so agrees in writing.

XII. COMMISSION: Seller warrants that it has not listed the Property with any real estate broker or salesperson and that to the best of Seller's knowledge, information and belief after diligent inquiry, no real estate commission will be due or payable on this transaction due to any act or omission of Seller or any officer, shareholder, agent or other representative of Seller. To induce Buyer to enter into this Contract, Seller agrees to indemnify Buyer against any claim for a real estate sales commission on this transaction other than a claim arising solely as a result of the acts or omissions of Buyer or its agents, servants or employees, as well as against all court costs and legal fees incurred in the defense of such claim.

XIII. STANDARDS GOVERNING THIS TRANSACTION: This transaction shall be governed by the following Standards:

A. EVIDENCE OF TITLE: The title insurance commitment shall be issued by a title insurer licensed in Florida, shall show marketable title to be vested in the Seller, and shall agree to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, subject only to liens, encumbrances, exceptions and qualifications set forth in this Contract and those which shall be discharged by Seller prior to closing. Marketability of title shall be determined in accordance with the Title Standards adopted by the Florida Bar, and in accordance with law. Buyer shall have 5 days from receipt of the title insurance commitment to examine it. If Buyer finds the title to be defective, Buyer shall within 3 days thereafter notify Seller in writing specifying such defects. If the defects render title unmarketable, Seller shall have 60 days from receipt of notice within which to remove the defects, failing which Buyer may either accept title as is or demand a refund of Buyer's deposit(s) which shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of any further obligation to one another under this Contract. If title is found unmarketable, Seller shall use diligent effort to correct the defects within the time provided, including the bringing of any necessary suits.

B. CONTINGENCIES: This Contract is subject to the contingencies set forth below. Within not more than 60 days from the Effective Date (which interval is hereby referred to as the "Inspection Period"), Buyer shall conduct such investigations and inspections as it deems necessary to satisfy the contingencies. If any contingency is not met to the satisfaction of Buyer, then Buyer shall give written notice of that fact to Seller by not later than 5 days after the expiration of the Inspection Period. If such written notice is given, this Contract shall be void and Buyer shall receive a full refund of all deposits placed in escrow by it hereunder. If no such notice is given within the time permitted, Buyer shall be deemed to have waived all the contingencies listed herein. During the Inspection Period, Buyer shall have full access to the Property for itself and for its agents, servants, employees and independent contractors retained by it, to conduct the inspections and investigations necessary to satisfy the contingencies, provided that following completion



of the inspections and investigations the Property shall be returned to substantially the condition it was in before, and provided further that all costs and expenses related to the inspections and investigations shall be paid promptly by Buyer and the Property shall be kept free and clear of liens for unpaid charges related thereto. To the extent permitted by §768.28, Fla. Stat. (2005), Buyer shall indemnify Seller against any claim or cause of action for death, injury to persons or damage to property, arising from Buyer's activities on the Property in the course of its investigations under this Section. The contingencies referred to in this Section are as follows:

- a. A Phase I environmental audit showing the Property to be free and clear of any and all evidence of contamination by asbestos, petroleum products, and all other toxic or hazardous wastes or substances, or other environmental contamination of any kind. If the Phase I audit discloses the presence or possible presence of contamination, Buyer shall notify Seller and Seller shall thereupon have ten days to respond in writing as to whether Seller agrees to fund the cost of a Phase II audit. If Seller elects not to fund the Phase II audit, Buyer may elect to do so or cancel the Contract and receive a full refund of any money placed in escrow. If a Phase II audit is conducted and concludes that the Property is contaminated, Seller shall have the option to clean up the Property at its expense, failing which Buyer may either clean up the Property at its expense or cancel this Contract.
- b. An appraisal of the Property by a qualified and licensed appraiser has been obtained by Buyer which shows the Property to have a fair market value which equals or exceeds the Purchase Price.
- c. Soil testing to assure that the subsurface conditions at the Property will support the planned use of the Property as the site for a single family residence, without demucking, site compaction, use of substantial fill, engineered or reinforced foundation or slab, or other extraordinary site preparation or building techniques.
- d. Verification that the Property is not in a flood hazard area or below the 100 year flood plain.

C. SURVEY: Buyer, at Buyer's expense, within the Inspection Period, may have the Real Property surveyed by a registered Florida land surveyor. If the survey shows any encroachment onto the Real Property or that improvements on the Real Property encroach on setback lines, easements, lands of others, or that any restrictions, covenants of this Contract, or governmental regulations, applicable to the Real Property, are violated, Buyer shall give written notice thereof to Seller within 3 days of receipt by Buyer of the survey, and such defects shall be treated as title defects and shall be subject to the terms set forth in Standard A for the curing of such title defects.

D. LEASES: Seller represents, for the benefit and reliance of Buyer, that there are no leases or rental agreements, oral or written, under which to the best of Seller's knowledge, information and belief, after commercially reasonable inquiry, any person or entity has or claims any right to possess or use all or any portion of the Property. Seller further represents that the improvements on the Property are vacant and unoccupied.

E. LIENS: Seller shall furnish to Buyer at closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller, and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding closing. If there have been repairs or improvements within that time, Seller shall deliver releases or waivers of mechanics' liens from all general contractors, subcontractors, suppliers and

materialmen and further affirming that all charges for improvements or repairs which could be the basis for a lien on the Property or a claim for damages have been paid in full.

F. PLACE OF CLOSING: Closing shall be held at the offices of McLin Burnsed P.A. in Leesburg, Florida.

G. TIME: Time is of the essence of this Contract. Time periods of less than 6 days hereunder shall exclude Saturdays, Sundays and state or national legal holidays, and any time period hereunder which would expire on Saturday, Sunday or a legal holiday shall be extended to 5:00 p.m. on the next business day.

H. HAZARDOUS WASTES: Seller represents and warrants that to the best of Seller's knowledge, information and belief, the Real Property has not been used to manufacture, store, handle, transport, or dispose of any toxic or hazardous waste or substance as defined in and regulated by CERCLA and related laws and regulations, and that the Property is free and clear of all contamination by such substances and liens, claims or pending enforcement proceedings concerning contamination by or cleanup of such substances.

I. EXPENSES: Seller shall pay for the title search and examination, documentary stamps on the deed, and the owner's commitment and policy of title insurance, and the recording of any necessary corrective instruments. Buyer shall pay for the recording of the deed.

J. PRORATIONS AND CREDITS: Taxes shall be prorated through the date of closing based on the gross amount of taxes due for the tax year of closing, if that figure is available, otherwise the proration shall be based on the gross tax amount for the year preceding the date of closing, and the Seller's share of the prorated taxes shall be paid out of the closing proceeds to the Tax Collector at the time of closing, whereupon the Property shall be removed from the tax rolls. If additional taxes are due for the portion of the year of closing during which Seller owned the Property, as a result of changes in assessment or millage rate, or other reasons, the Seller shall pay such taxes when they are billed by the Tax Collector.

K. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the date of closing are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer. If the improvement for which the pending lien was imposed has been substantially completed at closing, Buyer shall receive a credit at closing equal to the last estimate of the assessment for the improvement by the public body.

L. RISK OF LOSS: If the Property is damaged by fire or other casualty prior to closing and the cost of restoration does not exceed 3% of the purchase price, the cost of restoration shall be an obligation of the Seller to be escrowed at closing and the closing shall proceed pursuant to the terms of this Contract. If the cost to restore the Property exceeds 3% of the purchase price, Buyer may either accept the Property as is and receive a credit at closing equal to 3% of the purchase price or any insurance proceeds payable by reason of the loss, whichever is greater, or Buyer may cancel this Contract and receive a refund of Buyer's deposit(s), whereupon neither party shall have any further obligation hereunder.

M. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized to and does by their acceptance agree to deposit them promptly, hold them in escrow, and (subject to clearance) disburse them in accordance with the terms hereof. Failure of clearance shall not excuse performance by Buyer. If in doubt as to the disposition of any funds, Agent may hold them until the parties mutually agree to the terms of disbursement, or until a judgment of a court of competent jurisdiction determines the rights of the parties, or Agent may commence an action for interpleader and deposit the funds into the registry of the court, whereupon all liability of the Agent shall terminate, except for accounting for any items previously

delivered out of escrow. In any suit between Buyer and Seller where Agent is made a party on account of acting in that capacity, or in any interpleader suit filed by Agent, the Agent shall recover reasonable costs and attorney's fees with such fees and costs to be assessed as court costs in favor of the prevailing party. Agent shall not be liable for misdelivery of any items out of escrow unless such misdelivery is due to willful breach by or gross negligence of Agent.

N. ATTORNEY'S FEES AND COSTS: In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce any judgment entered in other proceedings hereunder.

O. FAILURE OF PERFORMANCE: If Buyer fails to perform under this Contract, including the payment of all deposit(s) required, the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than the failure of Seller to render title marketable or to cure survey defects after reasonable diligence, Seller fails, neglects or refuses to perform under this Contract, Buyer shall have the option either to receive the return of Buyer's deposit(s) as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract, or to seek the remedy of specific performance.

P. CONTRACT NOT RECORDABLE, PERSONS BOUND, AND NOTICE: Neither this Contract nor any notice of it shall be recorded in any public records by Buyer, Seller or Broker. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits or requires, the singular shall include the plural and one gender shall include all. Notice hereunder shall be in writing and if sent to the intended recipient by certified mail, return receipt requested, all postage and fees prepaid, shall be effective 3 calendar days after mailing; otherwise, notice shall be effective only upon receipt by the addressee. Notice given by or to an attorney representing a party shall be as effective as notice given by or to that party.

Q. CONVEYANCE: Seller shall convey title to the Real Property by warranty deed subject only to those matters listed in Paragraph VII or otherwise accepted in writing by Buyer prior to closing.

R. OTHER AGREEMENTS: This Contract sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Contract and to have been extinguished except to the extent specifically set forth herein. This Contract may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Contract shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Contract shall be in the county where the Property is located. This Contract shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Contract in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Contract.

S. WARRANTIES: Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Buyer or which have not been disclosed to Buyer. Seller further warrants that the Property is not the residence or homestead of the Seller or any member of the Seller's family.

T. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**IN WITNESS WHEREOF**, the parties have set their hands and seals.

COMMUNITY REDEVELOPMENT AGENCY  
FOR THE CARVER HEIGHTS/MONTCLAIR  
AREA


BY: \_\_\_\_\_  
CHAIR

DATE: June \_\_\_\_\_, 2016

WITNESSES:

SELLER:

\_\_\_\_\_

  
ANNIE SCOTT

\_\_\_\_\_

DATE: June 7<sup>th</sup>, 2016